

Humboldt

Teamsters #238 (Police)

7/1/2006 6/30/2008



**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**CITY OF HUMBOLDT, IOWA  
(Police)**

**AND**

**TEAMSTERS LOCAL UNION #238**

**Effective: July 1, 2006  
Expiration: June 30, 2008**

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## **PREAMBLE**

This agreement is between the City of Humboldt, Iowa, herein referred to as the Employer, and Teamsters Local 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, and is in effect July 1<sup>st</sup>, 2006.

**WITNESSETH:** The Employer and the Union agree mutually as follows:

## **ARTICLE 1 INTENT AND PURPOSE OF THIS AGREEMENT**

The intent and purpose of this agreement is to document the terms and conditions of employment as agreed to by the Employer and the Union through the collective bargaining process that preceded the ratification and adoption of this agreement by the authorized representatives of the parties.

## **ARTICLE 2 RECOGNITION OF THE UNION**

### **1. Bargaining Unit Representative**

The Employer recognized the Union as the collective bargaining representative for the police officers of the City of Humboldt, Iowa. The official record of the Union's certification is Case Number 2669, Public Employment Relations Board, State of Iowa.

### **2. Exclusions of the Bargaining Unit**

Excluded from the collective bargaining unit are all those individuals enumerated in Section 20.4 of the Public Employment Relations Act (hereinafter referred to as the Act), State of Iowa.

### **3. Obligation to Represent**

In fulfilling its role as the collective bargaining representative of the employees in the bargaining unit, the Union agrees to represent all the employees in said unit without discrimination as the membership and without any interference, restraint, coercion or favoritism. No employee shall be required to join the Union but shall have the continuing right to choose independently a membership or non-membership status.

### **4. Cooperation with the Employer**

The Union agrees to cooperate with the Employer on all matters pertaining to the Employer's mission in providing law enforcement services to the residents of Humboldt, Iowa, and when appropriate and as required, assistance to other law enforcement agencies. The Union also agrees that neither it, nor any employee representative, shall participate in Union activities on the Employer's premises unless such activities are authorized by this Agreement, or by a written consent from the Employer.

## **ARTICLE 3 UNION REPRESENTATION**

### **A. Stewards**

The Employer recognized the Union's need for an employee representative, hereinafter known as a steward, to assist employees and to perform a liaison service between the Employer and the Union.

Thereafter, the Union may designate one or more bargaining unit employees as a steward and as an alternate steward. The name, or names, of such employees shall be certified to the Employer in writing by an officer of the Union; the Employer shall not be required to recognize any employee as a steward who has not been

officially so designated.

**B. Steward Functions**

The Union agrees that the functions of a steward while on the Employer's premises shall be limited as follows:

1. A steward may transmit information from Local 238 that relates to the administration of this agreement; any such activity is to be on the steward's own time outside of his or her scheduled working hours and it shall not interfere with the activities of any employee who is in a duty status.
2. A steward may receive, process and investigate grievances and assist an employee who is a grievant, but a steward shall not solicit a grievance on the Employer's premises. Any grievance activity that takes place while an employee or the steward is in a duty status must first be authorized by the Employer; a reasonable time without loss of pay may be authorized for this purpose. There shall be no interference with or any interruption of the Employer's law enforcement mission.

**C. Bulletin Board Space**

**1. Space for Union Use**

The Employer agrees to provide space on a bulletin board for use by the Union. No announcements, notices or any other material may be posted except in the designated space. Posted items shall be restricted to official activities of Local 238; no social or political items may be posted, nor shall any information be posted that reflects unfavorably on any person, Employer or any agency of government.

**2. Posting Procedure**

Each item that the Union desires to post shall first be signed and dated by an officer of the Union; it must then be approved by the Chief of Police or a designated representative before it may be posted. Postings and removal of outdated or defaced postings shall be the responsibility of the Union; the Employer retains the right to remove an outdated or defaced item, but agrees to return the removed item to the Union.

**ARTICLE 4  
STRIKES AND OTHER WORK INTERRUPTIONS**

The Union recognized the prohibition on strikes and strike related activities, including the punitive measures that constitute Section 20.12 of the Act. In the event of a violation, or an imminently threatened violation, of the Act, the Union agrees to respond promptly to the Employer the affirmative action or actions taken to remedy the problem.

The Employer, in accordance with its responsibilities to provide law enforcement protection, pledges observance of the Act in the event that there is an interruption of work that is a Section 20.12 violation.

**ARTICLE 5  
MANAGEMENT RIGHTS**

Except where limited by specific provision of this Agreement, the Employer retains the right to manage the police department, therefore, the Employer's recognition of the Union as the collective bargaining representative of the employees does not restrict, limit, or otherwise impair the Employer's rights and powers to carry out the law enforcement mission.

The Employer's retained rights and powers include but are not limited to: the right to direct the work of the employee; to assign employees to work activities in accordance with the needs of the department; to

determine and to implement the methods, means, assignments, personnel, work rules, work schedules and safety rules by which the Employer's operations are to be conducted; to hire, assign, transfer, reclassify, promote, demote and retain employees; to increase or to decrease the number of employment classifications; to relieve employees from duties because of a lack of work budget limitations or other valid reasons; to create and to modify job descriptions; to establish limits and standards of employee appearance and personal conduct; to discipline and to discharge employees; to develop and to maintain efficiency of operations; to continue the established practice of utilizing unpaid volunteer staff to provide services; to create, change, modify, reorganize, relocate or discontinue any Employer function, operation or activity; to make, buy or subcontract products and services; to establish performance standards and then to evaluate employees against those standards; and to terminate employees with or without cause during the probationary period.

Certain rights are delegated to the Employer by the State of Iowa; these rights, as they are now stated or as they may be changed in the future, shall not be subject to any challenge by the Union.

## **ARTICLE 6 WAGES**

Annual base salary for Patrolmen is \$36,856.26 effective July 1, 2006. The base salary for Patrolmen is \$38,330.51 effective July 1, 2007.

For purposes of calculating hourly rates the base salary will be divided by 2190 hours.

Newly hired Patrolmen will have a three (3) year wage progression and will have an annual salary based on the following table:

<b><u>Length of service</u></b>	<b><u>Percentage of base</u></b>
New hire	80% of base salary
After one (1) year	86% of base salary
After two (2) years	92% of base salary
After three (3) years	100% of base salary

The Employer may start a new hire at any level of the above progression scale based on past law enforcement experience.

## **ARTICLE 7 NIGHT SHIFT**

A night shift pay differential of forty cents (\$0.40) per hour will be paid for hours worked on the night shift.

## **ARTICLE 8 WORK SCHEDULE**

The work schedule of "six (6) days on; three (3) days off" will be continued and a work day will consist of nine (9) hours. Days worked and days off shall be consecutive. Time worked over the normal work week shall be paid at one and one-half (1½) times the regular rate, in accordance with the provisions of the Fair Labor Standards Act. Employer agrees to reimburse Officers for unused compensation time ("comp time") at a scale computed to be the hourly rate of the Patrolman's pay on June 30<sup>th</sup>. No carry over of "comp time" into the ensuing year shall take place.

## **ARTICLE 9 CALL TIME**

A two (2) hour minimum "call-in" time will be observed and will be paid at the time and one-half (1½) rate. Scheduled working hours that begin "early" or result in a "holdover" are not call-in time for this purpose.

## **ARTICLE 10 COURT TIME**

If an employee is required to appear in court outside of his/her regularly scheduled hours, he/she will receive a minimum of two (2) hours of pay, or pay for actual hours worked, whichever is greater. The rate of pay will be the employee's regular hourly rate.

## **ARTICLE 11 VACATION BENEFITS**

The vacation benefit schedule shall be as follows: All Officers upon completion of one (1) year (12 months) of employment shall receive annual vacation benefits. Benefits will be defined as six (6) days vacation for every week earned. All Officers shall present to the Chief of Police requested vacation time. The Chief shall not unreasonably deny said request, and will refrain from restricting employees from taking vacation during Christmas and New Year's week, but reserves the right of denial for the vacation time sought if work schedules and orderly operation of the police department would be jeopardized.

Officers shall be entitled to six (6), twelve (12), eighteen (18), and twenty-four (24) days of vacation following completion of one (1), two (2), eight (8) and sixteen (16) years of continuous service with the City and will be allowed to use such time in daily increments. One additional day of vacation will be earned after the completion of each year of service after sixteen (16) years (ie 17 years = 25 days, 18 years = 26 days, etc.). An officer shall be permitted to carry six (6) days of unused vacation benefit forward into the ensuing year of service.

## **ARTICLE 12 HOLIDAY PAY**

Holidays recognized by this Agreement are as follows:

New Year's Day	Veteran's Day
President's Day	Thanksgiving
Memorial Day	Day After Thanksgiving
Labor Day	Christmas
Fourth of July	Two (2) personal paid days

Holiday pay shall be computed and paid as follows:

Officers who do not work the holiday will receive an additional nine (9) hours of pay added to their regular pay for each of the nine (9) full day holidays. Holiday pay for non-worked holidays will be paid with the last payroll of December each year.

Officers who work the holiday will receive one and one-half (1½) times the regular hourly rate for all hours worked and one (1) day of compensatory time.

## **ARTICLE 13 SICK LEAVE**

Each employee shall earn sick leave at the rate of one and one-half (1½) days per calendar month of service with the Employer, subject to a maximum accumulation of one hundred twenty (120) days that may be carried forward from year to year. Sick leave shall not be subject to either conversion to pay or other redemption upon separation from employment. Sick leave buy out shall be in conformance upon the formula contained in the City of Humboldt Employment Manual, which in present wording contains a thirty (30) day buy out of accumulated sick leave upon retirement or voluntary termination at one-half (½) the hourly rate. All other provisions of said employment manual relating to sick leave are incorporated by reference herein.

Up to three (3) days absence per calendar year with pay may be charged against earned sick leave in the case of illness of an employee's child or spouse. Use of this time must be properly noted on employee time records.

Employees may convert up to twenty-four (24) hours of sick leave to eight (8) hours of vacation for every six (6) months, January to June and July to December, in which no sick leave is utilized. This conversion of sick leave to vacation shall not be allowed if it results in the employee's cumulative total of sick leave to be less than eighty (80) hours. If an employee wishes to take advantage of this conversion, the City Clerk's Office must receive written notice within five (5) working days of July 1 or January 1.

#### **ARTICLE 14 EXTENDED SICK LEAVE**

In the event the said sick leave shall continue for more than one (1) week, the employee may be required to furnish reports or statements from an M.D. or D.O. as to the continuance of the disability to perform the duties of his employment, and the failure to obtain the same promptly after demand by the Mayor or Clerk shall cause a termination and suspension of any further sick leave benefits.

#### **ARTICLE 15 HEALTH INSURANCE**

Employee and dependent group health insurance shall be made available to all Officers. The Employer will pay one hundred percent (100%) of the Patrolman's coverage. Beginning October 1, 2002, the Employer shall also contribute fifty percent (50%) of cost towards a Patrolman's dependent health insurance coverage. The Employee shall be responsible for one hundred percent (100%) of the first \$250.00, and twenty percent (20%) of the next \$3,750.00 in medical expenses. Each family policy shall have two (2) deductibles. The out-of-pocket maximum to the employee shall be \$1,000.00 per deductible. Additionally, the employees shall pay \$20.00 for each doctor visit, however, this co-payment applies only to the first regular visit when it is for the same injury or disease. Each employee and/or member of their family will have the \$20.00 co-payment waived for one (1) routine exam each year. Additionally, the routine exam shall be paid at 80% by the employer up to \$100.00.

City agrees to make available dental insurance for all officers employed with the department. City agrees to pay the cost of the Patrolmen's dental coverage, not to include extended orthodontic coverage. City further agrees to make available extended family coverage at the Officer's cost above and beyond the basic premium for the single individual. City further agrees to make available, at the Officer's sole cost, extended orthodontic coverage for either a single individual or the Officer's family. Officers shall be individually responsible for assuming the costs of the eighty-twenty (80-20) coinsurance provision and for any deductible associated exclusively with the dental insurance coverage.

Dental coverage for the contract period shall be regular dental with no orthodontia coverage. This includes in accordance with the City's current insurance carrier the following services: check up and teeth cleaning, cavity repair and tooth extraction, high cost fillings, root canal, gum and bone diseases, dentures and bridge work, root canal therapy. It is, hereby, agreed that in the event City changes insurance carriers during the contract period, dental coverage shall not be reduced from the above, specifically-enumerated items. City agrees to provide a plan containing, at its option, a threshold deductible amount of \$25.00, which shall be borne by the individual Patrolman. Thereafter, an 80-20 plan of coinsurance shall be enforced to a maximum benefit of \$1,500.00 per twelve (12) consecutive months. Under optional orthodontic coverage, the same deductible and coinsurance shall apply, the same ceiling benefit for twelve (12) consecutive months shall apply and the \$25.00 deductible shall be payable at fifty percent (50%) up to \$1,000.00 maximum life time contribution. Should the Employer change insurance carriers during the term of the contract, coverage shall remain substantially the same.



**ARTICLE 16  
LIFE INSURANCE**

The Employer has offered all employees a life insurance policy and it pays the full premium for this protection; this protection shall remain at the current level.

**ARTICLE 17  
UNIFORM AND EQUIPMENT**

The uniform and equipment requirements will continue to be established by the Employer and the current practice of uniform issue is to remain unchanged. The Employer will provide officers with uniform items, weapons, radios, special equipment, and protective gear, including the vests that were purchased in response to concerns for the personal safety of the police force. The Employer requires that all officers have all uniform pieces dry-cleaned with the service to be provided and paid for by the Employer. It shall be the responsibility of each officer to maintain his or her equipment and uniforms in good condition.

**ARTICLE 18  
FUNERAL LEAVE**

Each full time employee of the Employer, shall after ninety (90) calendar days of continuous employment be eligible for paid leave of absence up to three (3) days for a death in the immediate family. Immediate family shall be defined as parents, parents of spouse, spouse, child, brother, sister. Two (2) days of absence shall be permitted for son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, and grandparents of Patrolman and spouse. Only days absent which would have been compensable work days will be paid. No payment will be made during vacation, holidays, layoffs or other leave of absence. Payments shall be made on the basis of the employee's normal work day's pay. Employee must make a bonafide attempt to attend the funeral in order to qualify for funeral leave pay.

**ARTICLE 19  
DUES CHECK-OFF**

During the life of this Agreement and in accordance with the terms of the authorized dues check-off form, the Employer agrees to deduct Union dues and assessments levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executed or has executed the authorization form.

The deductions shall be certified to the Employer by the Treasurer of the Union on the appropriated forms, signed by the employees and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Section.

Dues deducted forms will be supplied by the Union.

**ARTICLE 20  
PRINTING COSTS**

The Union will print the contract.

**ARTICLE 21  
LAYOFFS**

When the Employer determines that it is necessary to reduce either the number of employees or the hours of work, the least senior employee will be laid off first. A period of layoff shall not affect an employee's seniority

date. Recalls from layoff shall be made in reverse order of the layoff.

## **ARTICLE 22 EDUCATION AND TRAINING**

Current practice shall be forwarded as to workshops; with anything further concerning education and additional training subject to approval of the City Council. The City agrees to pay the Officers at their regular rate of pay for workshops and training which are required of said Officers by the Employer. Officers who are permitted to attend training and continuing education programs which are not required by the Employer will not be reimbursed in pay. However, Officers will be reimbursed in such instances for actual, out-of-pocket expenses. Said expenses shall include claims for meal reimbursement and the Employer agrees to reimburse said Officers in conformance with current policy and practice of the City personnel policy manual. City will pay a meal allowance of a maximum daily amount of \$35.00 reimbursable with receipts. The City will not reimburse the employee for any alcoholic beverages purchased.

## **ARTICLE 23 DISCIPLINE AND DISCHARGE**

When the Employer determines that a disciplinary action is appropriate, the principle of progressive discipline will be observed; that is an oral warning for an employee act that is not serious; a written warning for an act that is serious or for repeated less serious acts; an unpaid suspension for a more serious act or when warnings have not resulted in the expected improvement.

The Employer shall have the right to consider both length of service and the previous disciplinary record of an employee as part of the decision to discipline or discharge an employee.

The Employer agrees to provide both the employee and the Union with a copy of each written warning, suspension and discharge action. An employee shall acknowledge receipt by signature of a discipline action and shall have the right to grieve both discipline and discharge actions.

## **ARTICLE 24 GRIEVANCE PROCEDURE**

### **A. Procedure**

The parties agree to act in good faith to resolve a grievance presented by an employee. Such grievances must be presented at the first step of the procedure within five (5) calendar days of the incident giving rise to the complaint. All grievances at all steps will require the presence of the Union steward. At any time the business representative of the Union shall have the right to present the grievance for the employee.

Step 1. The Employee having a specific grievance shall take it first to his/her immediate supervisor. Such supervisor must respond within five (5) calendar days.

Step 2. Within five (5) calendar days after the decision in Step 1, or if no timely decision has been made, the employee shall then present the written grievance to the City Administrator, who shall respond within five (5) calendar days.

Step 3. If not resolved, the grievance shall be submitted to arbitration by submitting written notice to the City Administrator within five (5) calendar days. Such notice shall specify the sections of the rules and regulations and/or the agreement alleged to have been violated. The parties shall meet within five (5) calendar days after notice to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of arbitrators and by alternately striking names an arbitrator will be selected.

B. Limitations

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this agreement.

The arbitrator's fee and expenses shall be shared equally by the Employer and the Union. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings if desired.

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeal.

All written grievances must be signed by the affected employees.

When necessary in investigating and settling grievances, employees and their representative, shall be released from work without loss of pay for a reasonable time provided the supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in the section may be extended by mutual agreement.

**ARTICLE 25  
RESIDENCE**

If the City restricts the Officers to residing in the city limits to qualify for employment, that restriction must also include the city limits of Dakota City.

**ARTICLE 26  
DURATION**

The duration of this contract shall be two (2) years.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed on this 6th date of February, 2006, at Humboldt, Iowa and Des Moines, Iowa.

CITY OF HUMBOLDT, IOWA

By Steven N. Samuel

By Lorrie O. Bennett  
City Administrator

By \_\_\_\_\_

TEAMSTERS LOCAL UNION NO. 238

By Gary Penham  
Principal Officer, Local 238

By Rick Caldwell

By \_\_\_\_\_